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|--|--|------------------------------------|--|--|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Firm-Fixed-Price | | Page 1 Of 14 | |
| 2. Amendment/Modification No. 0001 | | 3. Effective Date 2004JAN13 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | |
| 6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATAC KAYE MAGAR (586)574-6318 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MAGARK@TACOM.ARMY.MIL | | Code W56HZV | | 7. Administered By (If other than Item 6) <div style="display: flex; justify-content: space-between;">SCDPASADP PT</div> | | | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) | | | | <input checked="" type="checkbox"/> 9A. Amendment Of Solicitation No. DAAE07-03-R-S237 | | | |
| | | | | <input type="checkbox"/> 9B. Dated (See Item 11) 2003DEC06 | | | |
| | | | | <input type="checkbox"/> 10A. Modification Of Contract/Order No. | | | |
| | | | | <input type="checkbox"/> 10B. Dated (See Item 13) | | | |
| Code | | Facility Code | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2004FEB03 01:00pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. Accounting And Appropriation Data (If required) | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | |
| <input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. | | | | | | | |
| <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | | |
| <input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | | | | | | | |
| <input type="checkbox"/> D. Other (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | 16A. Name And Title Of Contracting Officer (Type or print) | | | |
| 15B. Contractor/Offeror _____ (Signature of person authorized to sign) | | 15C. Date Signed | | 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | 16C. Date Signed | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | 30-105-02 | | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | |

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| | PIIN/SIIN DAAE07-03-R-S237 | MOD/AMD 0001 | |

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
Amendment 0001 to Solicitation DAAE07-03-R-S237

1. The purpose of Amendment 0001 to Solicitation DAAE07-03-R-S237 is to change the following:
- a. Change the FOB Point from Destination to Origin for all CLINs. All FOB Destination provisions have been removed and replaced with FOB Origin provisions.
 - b. Change the Packaging and Marking from Commercial to Military / B. All provisions pertaining to Commercial packaging have been removed and replaced with Military / B provisions.
2. As a result of these changes, the solicitation closing date is changed from 20 Jan 04 to 3 Feb 04, 1300 hrs.
3. All other terms and conditions remain the same.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5 Year Quantity: 3,801 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 228,060 EACH (Inclusive of Option Years, if applicable)</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|------------|------|------------|----------|
| | <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EH34R900EH (For Internal Purposes Only).</p> <p>***** *****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH THE CLAUSE ENTITLED "ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION" (FAR 52.215-4850). (SEE SECTION L PROVISION)</p> <p>***** *****</p> <p>(End of narrative A001)</p> | | | | |
| 0011 | <p>FIRST ORDERING YEAR</p> <p>NSN: 2510-01-450-5479 NOUN: DOOR, VEHICULAR FSCM: 19207 PART NR: 12340231-11 SECURITY CLASS: Unclassified</p> <p>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING RQMTS SHEET IN TECH DATA PACKAGE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> | EST 45,612 | AY | \$ _____ | \$ _____ |
| 0012 | <p>SECOND ORDERING YEAR</p> <p>NSN: 2510-01-450-5479 NOUN: DOOR, VEHICULAR</p> | EST 45,612 | AY | \$ _____ | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|------------|------|------------|----------|
| | FSCM: 19207 PART NR: 12340231-11 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING RQMTS SHEET IN TECH DATA PACKAGE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | | | | |
| 0013 | <u>THIRD ORDERING YEAR</u> NSN: 2510-01-450-5479 NOUN: DOOR, VEHICULAR FSCM: 19207 PART NR: 12340231-11 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING RQMTS SHEET IN TECH DATA PACKAGE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | EST 45,612 | AY | \$ _____ | \$ _____ |
| 0014 | <u>FOURTH ORDERING YEAR</u> NSN: 2510-01-450-5479 NOUN: DOOR, VEHICULAR FSCM: 19207 PART NR: 12340231-11 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING RQMTS SHEET IN TECH DATA PACKAGE LEVEL PRESERVATION: Military | EST 45,612 | AY | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|------------|------|------------|----------|
| 0015 | LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | | | | |
| | <u>FIFTH ORDERING YEAR</u> NSN: 2510-01-450-5479 NOUN: DOOR, VEHICULAR FSCM: 19207 PART NR: 12340231-11 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING RQMTS SHEET IN TECH DATA PACKAGE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | EST 45,612 | AY | \$ _____ | \$ _____ |

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Name of Offeror or Contractor:

| Status | Regulatory Cite | Title | Date |
|-------------|------------------------|---------------------------------------|----------|
| B-1 DELETED | 52.247-4457 (TACOM) | LONG TERM CONTRACTS - FOB DESTINATION | OCT/1999 |

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-R-S237 MOD/AMD 0001</p> | <p style="text-align: center;">Page 8 of 14</p> |
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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

| Status | Regulatory Cite | Title | Date |
|--------------|------------------------|---|----------|
| I-1 ADDED | 52.242-10 | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| I-2 ADDED | 52.247-1 | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND | APR/1984 |
| I-3 ADDED | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| I-4 DELETED | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| I-5 DELETED | 52.247-48 | F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION) | FEB/1999 |
| I-6 DELETED | 52.247-54 | DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS | MAR/1989 |
| I-7 ADDED | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| I-8 ADDED | 52.247-59 | F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| I-9 ADDED | 252.242-7003 | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS | DEC/1991 |
| I-10 CHANGED | 52.211-4516 (TACOM) | PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS) | SEP/2003 |

(a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001

(b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

- (1) Preservation Method Code: 10 (Table j.i. and j.ia.)
- (2) Cleaning Procedure Code: 1 (Table j.ii)
- (3) Preservative Material Code: 00 (Table j.iii)
- (4) Wrapping Material Code: 00 (Table j.iv)
- (5) Cushioning and Dunnage Code: 00 (Table j.v)
- (6) Thickness of Cushioning or Dunnage Code: 0 (Table j.vi)
- (7) Unit Container Code: ZZ (Table j.vii)
- (8) Intermediate Container Code: 00 (Table j.vii)
- (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
- (10) Packing Code: H (Table j.IX and J.IXa)
- (11) Special Marking Code: 00 (Table j.x)

(c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(d) Marking:

- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked

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Name of Offeror or Contractor:

in accordance with MIL-STD-129, Revision P, Dated 15 Dec. 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Military Shipping Label: Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Insure that the ship to and mark for in-the-clear delivery address is complete including:consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.

(g) Hazardous Materials(as applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
. P4030.19/DLAM 4145.3 (for military air shipments)

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(h) SUPPLEMENTAL INSTRUCTIONS: Container Code ZZ: Use ASTM-D-5118, Type CF, Class Weather Resistant, Grade W5C, Style Fol, Size: 41-3/4 x 4-3/4 x 34-7/8.

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Name of Offeror or Contractor:

[End of Clause]

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| I-11 DELETED | 52.211-4517 | PACKAGING REQUIREMENTS (COMMERCIAL) | SEP/2003 |
| I-12 ADDED | 52.247-4005 | SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT (TACOM) | AUG/2003 |

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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| I-13 ADDED | 52.247-4010 | TRANSPORTATION DATA FOR FOB ORIGIN OFFERS (TACOM) | FEB/1994 |
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(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail
- [] are
- [] are not

available at the F.O.B. point(s) stated in this solicitation.

- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

| | |
|--------|------------|
| _____ | _____ |
| (NAME) | (LOCATION) |

- (3) Facilities for shipping by water
- [] are
- [] are not

available at the F.O.B. point(s) stated in this solicitation.

- (4) Facilities for shipping by motor
- [] are
- [] are not

available at the F.O.B. point(s) stated in this solicitation.

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(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|------------------------|--|-------------|
| K-1 CHANGED | 52.247-4001 (TACOM) | METHOD OF EVALUATION OF TRANSPORTATION OF F.O.B. ORIGIN OFFERS | MAR/2002 |
| (a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are: | | | |
| - in effect (or the lowest rates that will become effective before the expected date of initial shipment), and | | | |
| - on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and | | | |
| - for the Government selected method of shipment, and | | | |
| - based upon the following freight classification: | | | |
| UFC: | 6000 | ITEM: 8610 | |
| NMFC: | 100 | ITEM: 18520 | |

[End of Provision]

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| K-2 CHANGED | 52.247-4457 (TACOM) | EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS | MAR/2002 |
| <p>We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 228,060, including any option quantities, by using the methodology described in the Section K clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (b)(3) of Section I's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, exculding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:</p> | | | |
| 155,081 | TO | New Cumberland Army Depot | |
| 31,928 | TO | Red River Army Depot | |
| 41,051 | TO | Sharpe Army Depot | |

[End of Provision]

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| K-3 ADDED | 52.247-46 | SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS | APR/1984 |
| (a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is most favorable to the Government. | | | |
| (b) If the offeror, before bid opening (or the closing date specified for receipt of offers) fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer. | | | |
| (c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government. (End of provision) | | | |

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| K-4 ADDED | 52.247-47 | EVALUATION--F.O.B. ORIGIN | APR/1984 |
| Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is | | | |

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applicable) in the United States (excluding Alaska and Hawaii). This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(End of provision)

K-5 ADDED 52.247-60

GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
Size of trailer _____
Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from

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actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]